

1 COMP

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3 Nevada Bar No. 14552

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10 Attorney for Plaintiff

11 CASE NO: A-20-823175-C  
 Department 26

12 DISTRICT COURT  
 13 CLARK COUNTY, NEVADA  
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14 JESSE J. LUEVANOS, JR., an individual,

CASE NO.:

DEPT. NO.:

15 Plaintiff,

vs.

16 CARDENAS MARKETS LLC, a Foreign Limited-  
 17 Liability Company; DOES I through X; and ROE  
 18 CORPORATIONS XI through XX, inclusive,

19 Defendants.

20 **COMPLAINT**

21 COMES NOW, Plaintiff, JESSE J. LUEVANOS, JR., by and through his attorney, SHAWN D.  
 22 JOHNSON, ESQ., of the law firm of EDWARD M. BERNSTEIN & ASSOCIATES, and for his causes of  
 23 action against Defendant, alleges as follows:

24 **PARTIES**

25 1. Plaintiff, JESSE J. LUEVANOS, JR. ("Plaintiff"), is, and at all times herein mentioned was, a  
 26 resident of Henderson, Clark County, Nevada.

27 2. Upon information and belief, Defendant CARDENAS MARKETS LLC ("Defendant") is a  
 28 Foreign Limited-Liability Company, and at all times herein mentioned was, a Delaware Corporation, duly  
 organized and licensed to do business in Clark County, Nevada.

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1       3.     The true names and capacities, whether individual, corporate, associate, co-partnership, or  
 2 otherwise of Defendant DOES I through X are unknown to Plaintiff who therefore sues said Defendants by  
 3 such fictitious names. Plaintiff is informed and believes and thereon alleges that each Defendant designated DOE  
 4 is responsible in some manner for the offense and happenings referred to in this action and proximately caused  
 5 the damages to Plaintiff as herein alleged. The legal responsibility of said DOES I through X, arises out of, but  
 6 is not limited to, their status as owners, as is their maintenance of the relevant premises at the time of the accident  
 7 referred to in this Complaint, and/or their agency, master/servant or joint venturer relationship with said  
 8 Defendants. Plaintiff will request leave of Court to amend this Complaint to insert the true names and capacities  
 9 of said Defendants when the same have been ascertained, to join such Defendants in this action and to assert the  
 10 appropriate allegations.

11      4.     The true names and capacities, whether individual, corporate, associate, co-partnership, or  
 12 otherwise of Defendant ROE CORPORATIONS XI through XX are unknown to Plaintiff who therefore sues  
 13 said Defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each  
 14 Defendant designated ROE CORPORATION is responsible in some manner for the offense and happenings  
 15 referred to in this action and proximately caused the damages to Plaintiff as herein alleged. The legal responsibility  
 16 of said ROE CORPORATIONS XI through XX, arises out of, but is not limited to, their status as owners, as is  
 17 their maintenance and/or entrustment of the subject premises at the time of the accident referred to in this  
 18 Complaint, and/or their agency, master/servant or joint venture relationship with said Defendants. Plaintiff will  
 19 request leave of Court to amend this Complaint to insert the true names and capacities of said Defendants when  
 20 the same have been ascertained, to join such Defendants in this action and to assert the appropriate allegations.

#### JURISDICTION AND VENUE

21      5.     Plaintiff repeats and re-alleges, each and every allegation set forth in Paragraphs 1 through 4  
 22 of this Complaint, as though the same were fully set forth herein.

23      6.     The Court has subject-matter jurisdiction pursuant to Article 6 section 6 of the Nevada State  
 24 Constitution and NRS 3.010.

#### FACTS COMMON TO ALL CLAIMS

25      7.     Plaintiff repeats and re-alleges, each and every allegation set forth in Paragraphs 1 through 6  
 26 of this Complaint, as though the same were fully set forth herein.

8. At all times mentioned herein, Defendant, owned, operated, maintained and/or controlled a property commonly referred to as CARDNEAS MARKET, located at 4500 East Tropicana Avenue, Las Vegas, Clark County, Nevada.

9. At all times mentioned herein, Defendant was responsible for the maintenance and care of said premises, which included but is not limited to the space around the checkout registers.

10. On or about January 8, 2019, Plaintiff was a guest and invitee on the property of Defendant and was lawfully on and within said premises.

11. On said date and at said place, Plaintiff was walking through the CARDENAS MARKET near the checkout registers in Las Vegas, Clark County, Nevada.

12. On said date and at said place, liquid had been spilled on the ground.

13. On said date and at said place, Plaintiff slipped and fell on the spilt liquid in Defendant's property, causing Plaintiff injury.

**FIRST CAUSE OF ACTION**  
**(Negligence)**

14. Plaintiff repeats and re-alleges, each and every allegation set forth in Paragraphs 1 through 13 of this Complaint, as though the same were fully set forth herein.

15. On said date and at said place, Defendant was negligent in creating a hazard that presented a danger of injury to its invitees.

16. Defendant owed Plaintiff the duty to maintain the premises and keep it safe and free of hazards.

17. Defendant breached the duty it owed to Plaintiff by failing to ensure the premises was properly repaired and maintained.

18. It was the duty of Defendant to use ordinary due care and diligence to keep and maintain the premises in a condition reasonably safe for its intended guests and invitees, and to keep said premises free from all conditions which would render it dangerous and unsafe for Plaintiff or present an unreasonable risk of harm to him in his lawful use of the same.

19. It was the duty of Defendant to exercise reasonable care to protect Plaintiff from the danger of reasonably foreseeable injury occurring from his reasonable use of the premises.

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1       20. It was the duty of Defendant to have available a sufficient number of personnel and equipment,  
2 sufficiently trained to properly inspect and maintain the aforesaid premises in a condition reasonably safe for  
3 Plaintiff.

4       21. It was the duty of the aforesaid Defendant to warn Plaintiff of dangers and unsafe conditions  
5 rendering the premises unsafe.

6       22. Defendant breached this duty when it failed to maintain said premises and grounds and as a result  
7 thereof on January 8, 2019, Plaintiff, a guest and invitee on Defendant's premises, and while exercising due care  
8 and caution for his own safety, slipped and fell on the spilled liquid, thereby causing injuries to Plaintiff.

9       23. Defendant knew, or should have known, of the unreasonably dangerous condition the uneven  
10 sidewalk created, therefore creating a foreseeable risk of harm to Plaintiff and to others.

11      24. It was Defendant's duty to exercise reasonable care and warn and protect Plaintiff from possible  
12 injury by inspection, notification, and other affirmative acts in order to discover and correct the dangerous  
13 condition then in existence.

14      25. The resulting injuries to Plaintiff were caused by the negligence of Defendant.

15      26. Plaintiff's injuries and damages were caused solely and proximately by the negligence of  
16 Defendant.

17      27. As a direct and proximate result of the negligence of Defendant, Plaintiff sustained injuries and  
18 suffered great pain.

19      28. As a further direct and proximate result of the aforesaid negligence of Defendant, Plaintiff  
20 incurred expenses for medical care, treatment, and expenses incidental thereto for necessary treatment and  
21 Plaintiff may be required in the future to incur expenses for medical care and treatment.

22      29. By reason of the premises and as a direct and proximate result of said incident complained of  
23 herein, Plaintiff, has incurred injuries all or some of which conditions may be permanent and disabling in  
24 nature, aggregating to his general and compensatory damages in an amount in excess of Fifteen Thousand  
25 Dollars (\$15,000.00).

26      30. Plaintiff has had to retain the services of an attorney to prosecute this action and is entitled to  
27 reasonable attorneys' fees, costs of suit incurred herein, and interest.

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**WHEREFORE**, Plaintiff requests judgment against Defendant, as follows:

1. General and compensatory damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00);
2. Damages for costs of past, present, and future medical care and treatment and costs incidental thereto when the same have been fully ascertained;
3. Reasonable attorneys' fees, costs of suit incurred herein, and interest; and
4. For such other and further relief as the Court may deem proper in the premises.

DATED this 16 day of October, 2020.

EDWARD M. BERNSTEIN & ASSOCIATES

By: Shawn D. Johnson  
SHAWN D. JOHNSON, ESQ.  
Nevada Bar No. 14552  
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*Attorney for Plaintiff*